

INFORMATION TO OFFERORS OR QUOTERS <i>(Section A - Cover Sheet)</i>	1 SOLICITATION NO. N00174-98-R-0039	2. (X one) <input type="checkbox"/> a. SEALED BID <input checked="" type="checkbox"/> b. NEGOTIATED (RFP) <input type="checkbox"/> c. NEGOTIATED (RFQ)
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INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitation involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Forms 18 and 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modification of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals".

The envelope used in submitting your reply must be plainly marked with Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)	Supply Department, Code 1142J Indian Head Div, NAVSURFWARCEN 101 Strauss Avenue Indian Head, Md. 20640
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4. ITEM TO BE PURCHASED (Brief description)
 Repair, Rework, Strip and Recoat CKU 7/A Tracks and Cams

5. PROCUREMENT INFORMATION (X and complete as applicable)

<input checked="" type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED
<input type="checkbox"/>	b. THIS PROCUREMENT IS A 100% SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section 1 of the Table of Contents in this solicitation for details of the set-aside.)
<input type="checkbox"/>	(1) Small Business
<input type="checkbox"/>	(2) Labor Surplus Area Concern
<input type="checkbox"/>	(3) Combined Small Business/ Labor Area Concern

6. ADDITIONAL INFORMATION:

 POC: KAREN TINDLEY, 1142J
 Email: KarenTindley@supply.ih.navy.mil
 Tel: (301)743-6385 Fax: (301)743-6547

FOR INFORMATION ON THIS PROCUREMENT WRITE OR CALL

7 NAME AND ADDRESS Karen Tindley ADDRESS SAME AS BLOCK 3	TELEPHONE (Area Code, No. & Ext.) (301)743-6385	NO COLLECT CALLS
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8. REASONS FOR NO RESPONSE (X all that apply)			
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/> b. CANNOT MEET DELIVERY REQUIREMENT	
<input type="checkbox"/> c. UNABLE TO IDENTIFY THE ITEM (s)		<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL	
<input type="checkbox"/> OTHER (Specify)		THE TYPE OF ITEMS INVOLVED	

9. MAILING LIST INFORMATION (X ONE)

<input type="checkbox"/> YES	<input type="checkbox"/> NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENTS OF THE TYPE OF ITEM (s) INVOLVED	
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (Including Zip Code)	
c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) Date Signed (YYMMDD)

DD FORM 1707 REVERSE, MAR 90

FOLD

AFFIX
STAMP
HERE

FROM:

SOLICITATION NUMBER	
N00174-98-R-0039	
DATE (YYMMDD)	LOCAL TIME
980622	3:00 p.m.

TO: SUPPLY DEPARTMENT
INDIAN HEAD DIVISION, NSWC
101 STRAUS AVENUE
INDIAN HEAD, MARYLAND 20640
CODE:

FOLD

SOLICITATION, OFFER AND AWARD		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15CFR 350)		RATED A60		PAGE OF 1			
2. CONTRACT NO.		3. SOLICITATION NO. N00174-98-R-0039		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 20-May-98		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY SUPPLY DEPARTMENT INDIAN HEAD DIVISION, NAVSURWARCEN INDIAN HEAD MD 20640 ATTN: Karen A. Tindley, 1142J, (301) 743-6385				CODE N00174		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in SUPPLY DEPARTMENT, BLDG 1558 until 3:00 PM EST 3:00 P.M. est
22-Jun-98 (Hour) (Date)

CAUTION - LATE Submissions, Modifications and Withdrawals: See Section L, Provision No. 52-214-7, or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL		A. NAME Karen A. Tindley		B. TELEPHONE NO. (Include area code) (301) 743-6385		(NO COLLECT CALLS)	
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11. TABLE OF CONTENTS

()	SEC.	DESCRIPTION	PAGE(S)	()	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS					
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING					
	E	INSPECTION AND ACCEPTANCE					
	F	DELIVERIES OR PERFORMANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS		20 CALENDAR DAYS		30 CALENDAR DAYS		CALENDAR DAYS	
(See Section I , Clause No. 52-232-8) >		%		%		%		%	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.		AMENDMENT NO.		DATE		AMENDMENT NO		DATE	

15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
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15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE		17. SIGNATURE		18. OFFER DATE	
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(C) () <input type="checkbox"/> 41 U.S.C. 253 (C) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) >		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION		QTY	U/P	AMOUNT
0001	Repair, Rework, Strip and Recoat CKU 7/A Tracks in accordance with Drawings 10551421 Rev S, 5184307 Rev D and MIL-STD-100	MIN	1,200	EA	
		MAX	1,700	EA	
0002	Repair, Rework, Strip and Recoat CKU 7/A Cams in accordance with Drawings 10551411 Rev R, 5184307 Rev D and MIL-STD-100	MIN	500	EA	
		MAX	1,200	EA	

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SINGLE PROCESS INITIATIVE (NOV 1996)

The Contractor shall comply with those Single Process Initiative (SPI) processes incorporated in this contract and identified as substitutes for specified requirements stipulated herein.

UPDATING SPECIFICATION AND STANDARD (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that the contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specifications or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

SECTION D - PACKAGING AND MARKING

IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

(1) Parts shall be marked in accordance with generally accepted commercial practice.

(2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

NOTE: PACKAGING REQUIREMENTS

Unless otherwise specified, all parts shall be individually packaged using the following method:

1. Primary physical protection from shipping and handling damage shall be provided by covering each component with a web-type sleeve (reference CAPLUG SW series or equivalent) of appropriate size as to ensure protection from

physical damage. NOTE: The parts will be protected with the above material during shipping to the plater. Re-use of this material for repacking for return shipment is acceptable.

2. Moisture protection shall be provided by inserting a desiccant bag per MIL-D-3646, Type I or II of appropriate size, with each component, into polytubing per MIL-B-117, Type III, Class B (minimum thickness.002 inch) and heat sealing each unit.

3. After completion of the above requirements, the components are to be bulk packaged for return shipment in their original shipping containers.

Note: The shipping containers must be legibly marked on two surfaces with the Contract/Purchase Order number, part name, part number and quantity.

SECTION E - INSPECTION AND ACCEPTANCE

52.246-2	Inspection of Supplies--Fixed-Price.	AUG 1996
52.246-16	Responsibility for Supplies.	APR 1984
252.246-7000	Material Inspection and Receiving Report.	DEC 1991

INSPECTION AND ACCEPTANCE (DESTINATION) (NSWCIHD) (MAY 1997)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

SECTION F - DELIVERIES OR PERFORMANCE

52.211-8 Time of Delivery. (JUN 1997)

ITEM NO. CONTRACT	QTY	WITHIN DAYS AFTER DATE OF
0001	MIN 1,200 EA MAX 1,700 EA	120 DAYS AFTER RECEIPT OF GFM
0002	MIN 500 EA MAX 1,200 EA	120 DAYS AFTER RECEIPT OF GFM

52.211-16 Variation in Quantity. (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

10% Percent increase

10% Percent decrease

(End of clause)

* Contracting Officer shall insert in the blank the designation(s) to which the percentages apply, such as -

- (1) The total contract quantity;
- (2) Item 1 only;
- (3) Each quantity specified in the delivery schedule;
- (4) The total item quantity for each destination; or
- (5) The total quantity of each item without regard to destination.

52.211-17	Delivery of Excess Quantities.	SEP 1989
52.242-15	Stop-Work Order.	AUG 1989
52.242-17	Government Delay of Work.	APR 1984
52.247-34	F.o.b. Destination.	NOV 1991

52.247-55
Property.

F.o.b. Point for Delivery of Government-Furnished
APR 1984

CONTRACTOR NOTICE REGARDING LATE DELIVERY (IHD/NSWC)

In the event the contractor for any reason anticipates or encounters difficulty in complying with the contract delivery schedule or date or in meeting any of the other requirements of the contract, he/she shall immediately and simultaneously notify in writing, both the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The written notice should give pertinent details; provided, however, that this data shall be informational only in character and that its receipt by the Government shall not be construed as a waiver by the Government (a) of any delivery schedule or date or (b) of compliance with other requirements by the contractor or (c) of any other rights or remedies provided to the Government by law or under this contract.

PLACE OF DELIVERY: DESTINATION (IHD/NSWC)

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Receiving Officer
Indian Head Division
Naval Surface Warfare Center
101 Strauss Avenue
Indian Head, Maryland 20640-5035

(b) Bids submitted on a basis other than F.O.B. Destination will be rejected as nonresponsive and proposals may be deemed unacceptable.

SECTION G - CONTRACT ADMINISTRATION DATA

5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/ contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

[X] a separate invoice for each activity designated to receive the supplies or services.

[*] a consolidated invoice covering all shipments delivered under an individual order.

[*] either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

* Check applicable procedure.

252.242-7000

Postaward Conference.

DEC 1991

DELEGATION OF AUTHORITY FOR CONTRACT ADMINISTRATION (IHD/NSWC)

the Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Region is hereby designated as the authorized representative of the Contracting Officer for purposes of administering this contract in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished hereunder, technical cognizance is retained by the Indian Head Division, Naval Surface Warfare Center, Indian Head, Maryland.

**INDIAN HEAD DIVISION, NAVAL SURFACE WARFARE CENTER HOURS OF OPERATION AND
HOLIDAY SCHEDULE (IHD/NSWC)**

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Surface Warfare Center. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Surface Warfare Center are:

HOLIDAY	DATE OF OBSERVANCE
New Year's Day	1 January (Wednesday)*
Martin Luther King's Birthday	20 January (Monday)*
President's Day	17 February (Monday)*
Memorial Day	26 May (Monday)*
Independence Day	4 July (Friday)*
Labor Day	1 September (Monday)*
Columbus Day	13 October (Monday)*
Veteran's Day	11 November (Tuesday)*
Thanksgiving Day	27 November (Thursday)*
Christmas Day	25 December (Thursday)*

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Purchase Division and Receiving Branch are as follows:

AREA	FROM	TO
Purchase Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	8:00 A.M. 12:30 P.M.	11:30 A.M. 2:00 P.M.

If you intend to visit the Purchase Division, it is advised that you call for an appointment at least 24 hours in advance.

COMMUNICATIONS (IHD/NSWC)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes"

clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the contracting officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and not with standing provisions contained elsewhere in this contract, the authority remains solely the contracting officer's. In the event the contractor effects any changes at the direction of any person other than the contracting officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the contracting officer is:

NAME	David E. Hall
ADDRESS	101 Strauss Avenue
	Indian Head, MD 20640-5035
TELEPHONE	(301) 743-6556

POINT OF CONTACT FOR STATUS OF INVOICES (IHD/NSWC)

The point-of-contact concerning status of invoices, or other matters relative to receipt, acceptance, or payment is Code 1142Q Blanche Hutchins - (301)743-6659.

DEFINITION OF STRAIGHT TIME AND OVERTIME (IHD/NSWC)

a. Straight (Regular) Time: is defined as the normal workday of eight hours per day, five days per week (Saturdays, Sundays and holidays excepted).

b. Overtime: is usually defined as any work in excess of eight hours per day or in excess of forty hours per week or work performed on Saturdays, Sundays and holidays. However overtime as defined by state laws with jurisdiction over the place of performance shall apply to this contract. Overtime shall be used only upon prior approval of the Contracting Officer.

CONTRACT ADMINISTRATION DATA LANGUAGE

(a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (IHD/NSWC)

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
 - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
 - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

**TYPES OF DELIVERY ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS
(FEB 1997) (NSWICH)**

(a) The following types of delivery orders will be issued under this solicitation: Firm Fixed Price

GOVERNMENT FURNISHED PROPERTY (FEB 1997) (NSWCIHD)

(a) The Government will furnish the following property to the Contractor for use in performance of this contract in accordance with the following schedule:

TO BE SPECIFIED UNDER INDIVIDUAL DELIVERY ORDERS.

(b) The property will be delivered at the Governments expense at or near
(The contractor is to insert the address, city or town and state in which the plant is located; and if rail transportation is specified in paragraph (a) above, the exact location of private siding or public team tract at which rail shipments will be received, as well as the name of the railroad(s):

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.

(d) Within 30 days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the Contractor shall notify the Contracting Officer, in writing, thereof.

SECTION I - CONTRACT CLAUSES

52.202-1	Definitions.	OCT 1995
52.203-3	Gratuities.	APR 1984
52.203-5	Covenant Against Contingent Fees.	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government.	
	JUL 1995	
52.203-7	Anti-Kickback Procedures.	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for	
	Illegal or Improper Activity.	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper	
Activity.		JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal	
	Transactions.	JUN 1997
252.203-7001	Special Prohibition on Employment.	JUN 1997
52.204-4	Printing/Copying Double-Sided on Recycled Paper.	JUN
		1996
252.204-7000	Disclosure of Information.	DEC 1991
252.204-7003	Control of Government Personnel Work Product.	APR
		1992
52.208-9	Contractor Use of Mandatory Sources of Supply.	MAR
		1996
52.209-6	Protecting the Governments Interest When Subcontracting	
	with Contractors Debarred, Suspended, or Proposed for	
	Debarment.	JUL 1995
252.209-7000	Acquisition From Subcontractors Subject to Onsite	
	Inspection Under the Intermediate-Range Nuclear Forces	
	(INF) Treaty.	NOV 1995
252.209-7001	Disclosure of Ownership or Control by the Government of	
a	Terrorist Country.	MAR 1998
52.211-15	Defense Priority and Allocation Requirements.	SEP
		1990
52.215-2	Audit and Records - Negotiation.	AUG 1996
52.215-8	Order of Precedence--Uniform Contract Format.	OCT
		1997
52.219-8	Utilization of Small, Small Disadvantaged and Women-	
Owned	Small Business Concerns.	JUN 1997
52.222-3	Convict Labor.	AUG 1996
52.222-20	Walsh-Healey Public Contracts Act.	DEC 1996
52.222-26	Equal Opportunity.	APR 1984
52.222-35	Affirmative Action for Disabled Veterans and Veterans of	
	the Vietnam Era.	APR 1998
52.222-36	Affirmative Action for Handicapped Workers.	APR 1984
52.222-37	Employment Reports on Disabled Veterans and Veterans of	
	the Vietnam Era.	APR 1998
52.223-2	Clean Air and Water.	APR 1984
52.223-6	Drug-Free Workplace.	JAN 1997
52.223-14	Toxic Chemical Release Reporting.	OCT 1996
252.223-7004	Drug-Free Work Force.	SEP 1988

52.225-10 Duty-Free Entry. (APR 1984)

United States Government, [agency] Duty-free entry to be claimed pursuant to Item No(s) [] (from Tariff Schedules), Tariff Schedules of the United States (19 U.S.C. 1202). Upon arrival of

shipment at port of entry, District Director of Customs, please release shipment under 19 CFR 142 and notify (cognizant contract administration office) for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.

52.225-11	Restrictions on Certain Foreign Purchases.	OCT 1996
252.225-7001	Buy American Act and Balance of Payments Program.	MAR 1998
5252.225-7002	Qualifying Country Sources as Subcontractors.	DEC 1991
252.225-7010	Duty-free entry - additional provisions.	MAR 1998
252.225-7012	Preference for Certain Domestic Commodities.	SEP 1997

252.225-7025 Restriction on acquisition of forgings. (JUN 1997)

(a) Definitions. As used in this clause--

(1) "Domestic manufacture" means manufactured in the United States or Canada if the Canadian firm--

(i) Normally produces similar items or is currently producing the item in support of DoD contracts (as prime or subcontractor); and (ii) Agrees to become (upon receiving a contract/order) a planned producer under DoD's Industrial Preparedness Production Planning Program, if it is not already a planned producer for the item.

(2) "Forging items" means--

Items	Categories
Ship propulsion shafts.....	Excludes service and landing craft shafts.
Periscope tubes.....	All.
Ring forgings for bull gears	All greater than 120 inches in diameter.

(b) The Contractor agrees that end items and their components delivered under this contract shall contain forging items that are of domestic manufacture only.

(c) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with subsection 225.7102-3 of the Defense Federal Acquisition Regulation Supplement.

(d) The Contractor agrees to retain records showing compliance with this restriction until 3 years after final payment and to make records available upon request of the Contracting Officer.

(e) The Contractor agrees to insert this clause, including this paragraph (e), in subcontracts and purchase orders issued in performance of this contract, when products purchased contain restricted forging items.

252.225-7031	Secondary Arab Boycott of Israel.	JUN 1992
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52.227-1	Authorization and Consent.	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	AUG 996
52.229-3	Federal, State, and Local Taxes.	JAN 1991
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico.	APR 1984
252.231-7000	Supplemental Cost Principles.	DEC 1991
52.232-1	Payments.	APR 1984
52.232-8	Discounts for Prompt Payment.	MAY 1997
52.232-9	Limitation on Withholding of Payments.	APR 1984
52.232-11	Extras.	APR 1984
52.232-16	Progress Payments.	JUL 1991
52.232-17	Interest.	JUN 1996
52.232-23	Assignment of Claims.	JAN 1986

52.232-25 Prompt Payment. (JUN 1997)

(b) Contract financing payments - (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

52.232-33	Mandatory Information for Electronic Funds Transfer Payment.	AUG 1996
252.232-7006	Reserved.	
52.233-1	Disputes.	OCT 1995
52.233-1	Disputes. (OCT 1995) -- Alternate I	DEC 1991
52.233-3	Protest after Award.	AUG 1996
52.242-13	Bankruptcy.	JUL 1995
52.243-1	Changes - Fixed-Price.	AUG 1987
252.243-7000	Engineering Change Proposals.	JUL 1997
252.243-7001	Pricing of Contract Modifications.	DEC 1991

52.244-6 Subcontracts for Commercial Items and Commercial Components. (APR 1998)

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.245-2	Government Property (Fixed-Price Contracts).	DEC 1989
252.246-7000	Material Inspection and Receiving Report.	DEC 1991
252.247-7023	Transportation of Supplies by Sea.	nov 1995

252.247-7024 Notification of Transportation of Supplies by Sea. (NOV 1995)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

- (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

52.248-1 Value Engineering. (MAR 1989)

These data, furnished under the Value Engineering clause of contract [], shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

52.249-2	Termination for Convenience of the Government (Fixed-Price).	SEP 1996
52.249-8	Default (Fixed-Price Supply and Service).	APR 1984

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.252-4 Alterations in Contract. (APR 1984)

Portions of this contract are altered as follows:

[]

[]

[]

52.253-1 Computer Generated Forms. (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

52.2-16-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from (DATE OF CONTRACT AWARD.)

(b) All delivery order or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally,

by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than (\$500.00), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of (\$1,000,000.000);

(2) Any order for a combination of items in excess of (OF THE TOTAL CONTRACT CEILING FOR ANY PARTICULAR LOT; or

(3) A series of orders from the same ordering office within (7) days that together call for quantities exceeding the limitations in subparagraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraph (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the

Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations Clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days after the period of performance of the basic contract has ended.

252.245-7001 REPORT OF GOVERNMENT PROPERTY (MAY 1994)

- (a) The Contractor shall provide an annual report --
 - (1) For all DOD property for which the Contractor is accountable under the contract;
 - (2) Prepared in accordance with requirements of DD Form 1662, DOD Property in the Custody of Contractor's, or approved substitute, including instructions on the reverse side of the form;
 - (3) In duplicate, to the cognizant Government property administrator
- (b) The Contractor is responsible for reporting all Government property accountable to this contract, including that all subcontractor and alternate locations

SECTION J - LIST OF ATTACHMENTS

Drawings 10551421 Rev S, 5184307 Rev D and 10551411 Rev R will be furnished by faxing your request in writing to (301) 743-6547.

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFERORS OR QUOTERS**

52.203-2 Certificate of Independent Price Determination. (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to -

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision [insert full name of person(s)] in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization;

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to

subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

52.204-3 Taxpayer Identification. (JUN 1997)

[] TIN:[].

[] TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. ☐

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name ☐

TIN ☐

52.204-5 Women-Owned Business. (OCT 1995)

(a) Representation. The offeror represents that it () is, () is not a women-owned business concern.

(b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock

of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

52.204-6 Data Universal Numbering System (DUNS) Number. (APR 1998)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505.

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

252.204-7001 Commercial and Government Entity (CAGE) Code Reporting. (DEC 1991)

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will --

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLSC; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification

May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country. (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award". In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

52.215-4 Type of Business Organization. (OCT 1997)

The offeror or respondent, by checking the applicable box, represents that--

(a) It operates as

___ an individual,

___ a partnership,

___ a nonprofit organization,

___ a joint venture, or

___ a corporation incorporated under the laws of the State of _____.

(b) If the offeror or respondent is a foreign entity, it operates as

___ an individual,

___ a partnership,

___ a nonprofit organization,
___ a joint venture, or
___ a corporation, registered for business in (country) _____.

52.215-6 Place of Performance. (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ___ intends, ___ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE
(STREET ADDRESS, CITY,
STATE, COUNTY, ZIP CODE

NAME AND ADDRESS OF OWNER
AND OPERATOR OF THE PLANT
OR FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT

52.219-1 Small Business Program Representations. (FEB 1998)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 3479.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(c) Definitions.

"Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR

124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Woman-owned small business concern," as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

252.219-7000 Small Disadvantaged Business Concern Representation (DoD Contracts). (JUN 1997)

(a) Definition. "Small disadvantaged business concern", as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR part 124 describes a small disadvantaged business concern as a small business concern --

(1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or

(2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(3) Whose management and daily business operations are controlled by one or more such individuals.

(b) "Representations." Check the category in which your ownership falls--

____ Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

____ Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, the Federated States of Micronesia, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

____ Black American (U.S. citizen)

____ Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)

___ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business Act

___ Other

(c) Complete the following --

(1) The offeror is ___ is not ___ a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has _____ has not _____ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was _____ and the offeror --

___ Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

___ Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) "Penalties and Remedies." Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall --

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

52.222-21 Certification of Nonsegregated Facilities. (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time

periods) it will -

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
- (2) Retain the certifications in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF
NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

52.222-22 Previous Contracts and Compliance Reports. (APR 1984)

The offeror represents that -

- (a) It ___ has, ___ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It ___ has, ___ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that -

- (a) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-1 Clean Air and Water Certification. (APR 1984)

The Offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract is ___ is not ___ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

52.223-13 Certification of Toxic Chemical Release Reporting. (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (*Check each block that is applicable.*)

___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within Standard

Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

___ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.247-7022 Representation of Extent of Transportation by Sea. (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) "Representation." The Offeror represents that it --

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

52.211-14 Notice of Priority Rating for National Defense Use. (SEP 1990)

Any contract awarded as a result of this solicitation will be [] DX rated order; [X] DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. (Contracting Officer check appropriate box.)

52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data. (OCT 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable

discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Firm Fixed Price Indefinite Quantity contract resulting from this solicitation.

52.233-2 Service of Protest. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors should provide copies of executed SPI modifications to document that the previously approved SPI have been implemented by the Contract Administration Office on past or existing contracts.

PROPOSAL REQUIREMENTS (APR 1997) (NSWCIHD)

GENERAL: Each offeror must submit an offer/proposal and other written information in strict accordance with these instructions. When evaluating an offeror the Government will consider how well the offeror complied with these instructions. The government will consider any failure on the part of an offeror to comply with these instructions to be an indication of the type of conduct it can expect during contract performance.

The offer/proposal, capability/past performance information, and cost/price information shall be submitted in separate volumes. The capability/past performance information shall not contain any cost/price information. The offeror shall submit the following:

Two (2) - completed and signed solicitation packages (including all other technical information) which shall constitute the offer/proposal

Two (2) - copies of the capability/past performance information

Two (2) - copies of the cost/price information

OFFERORS SHALL ADDRESS THE FOLLOWING FACTORS: (In order of importance)

A) OFFER/PROPOSAL

The offer includes the potential contract consisting of:

- 1) SF 33 with blocks 12 through 18 completed by the offeror;
- 2) Section B with CLIN prices or costs and fees inserted by the offeror;
- 3) Section K completed by the offeror;
- 4) Consent and agreement to all clauses applicable to each section and the ones with fill-ins completed by the offeror;
- 5) Sections A through K of the solicitation
- 6) Offeror shall submit written technical information to support the following subfactors. Subfactors are worth a total of 100 points (all equally important):

A1). Technical Comprehension:

Provide an in-depth plan as how the following processes will be performed:

- a. Removal of old coatings
- b. Cleaning of parent material
- c. Application of new coatings
- d. Adhesion testing
- e. Coating thickness and composition control

A2). Facilities and Equipment

1. Submit a list providing types and quantities of spray booths, baking ovens, blasting stations and cleaning equipment of the appropriate type and size to handle the required workload.
2. Provide evidence that appropriate baking ovens are available.
3. Submit a list of quality testing equipment that will be used to verify and control proper coating thickness.
4. Submit a plan to ensure your ability to provide for transportation of GFM from Indian Head to your facility within 14 days of issuance of delivery order.

A3). Management and Quality Assurance

1. Provide an organization chart and show how your organization will manage all work efforts.
2. Identify procedures for tracking work-in-process and provide any other data that can assure us that you will meet the required delivery schedule.
3. Provide a copy of your Quality Assurance manual which documents all aspects of corporate quality control.

These items constitute the offeror's assent to the terms of the RFP and the offeror's proposed prices or estimated cost and fee. By submitting the aforementioned items, a promise is made by the offeror to accede to the terms and conditions of the RFP and complete the specified work in accordance with those terms and conditions. From this factor, a promised value is determined.

B) OFFEROR CAPABILITY

Offerors must submit the following information to the government with their offers/proposals. This information will not constitute a part of the RFP but is information to assist in determining an offeror's capability to perform the requirement. It will not become part of any contract resulting from this RFP, unless the government and an offeror agree to make it a part of an offer through discussions.

B1. Past Performance Information:

Note: Past performance has its own level of importance in the source selection process. See Section M - Evaluation Factors for Award

(a) The offeror shall describe its past performance on directly related or similar Federal, State and local Government and private contracts and subcontracts it has held within the last three (3) years and all contracts and subcontracts currently in progress which are of similar scope, magnitude and complexity to that which is detailed in the RFP. Offerors who describe similar contracts and subcontracts shall provide a detailed explanation demonstrating the similarity of the contracts to the requirements of the RFP.

(b) Offerors shall submit past performance information on similar efforts where the offeror was a prime contractor or a subcontractor. Offerors' shall also submit past performance information of significant subcontractors included in their proposal.

(c) The offeror shall provide five (5) reference data sheets containing the following information regarding its past performance.

1. Contract Number(s)
2. Name of Agency/Company in which contract was with
3. Point of Contact, **Telephone number and Fax number** (make sure numbers are correct)
4. Dollar Value of the Contract
5. Detailed Description of Work Performed
6. Clear statements describing whether the contract was completed on time, with a quality product conforming to the contract, without any degradation in performance or customer satisfaction. Discuss any cost growth if the contract was not completed for the original contract amount.
7. The number, type and severity of any quality, delivery or cost problems in performing the contract, the corrective action taken, if any, and the effectiveness of the corrective action.

(d) The offeror must provide the information above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. An offeror failing to provide the past performance information or to assert that it has no relevant directly related or similar past performance may be considered ineligible for award.

C) PRICE - The Government will evaluate the offeror's basic price. As price will be evaluated, the offeror shall submit any available pricing information for each item proposed to facilitate the price analysis that will be performed in evaluating the proposal (i.e., cost breakdown, catalog pricing, past

pricing history, etc.).

The price information shall be submitted under a separate volume.

**SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA)
(NOV 1996)**

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors should provide copies of executed SPI modifications to document that the previously approved SPI have been implemented by the Contract Administration Office on past or existing contracts.

SECTION M - EVALUATION FACTORS FOR AWARD

LANGUAGE RELATING TO FAR 52.215-16, CONTRACT AWARD

Attention is directed to Federal Acquisition Regulation (FAR) 52.215-16 which provides that the contract will be awarded to that responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered. "Other factors" shall include all of those evaluation factors which are described in this Section M.

F.O.B. OFFER LANGUAGE (RFP)

OFFERS SUBMITTED ON A BASIS OTHER THAN F.O.B. SHALL BE REJECTED AS UNACCEPTABLE.

252.219-7006 Notice of Evaluation Preference for Small Disadvantaged Business Concerns. (MAY 1995)

(a) "Definitions. Historically black colleges and universities", as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of a such a college or university before November 14, 1986.

"Minority institutions", as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135(d)-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern", as used in this clause, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively.

"United States", as used in this clause, means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, or the District of Columbia.

(b) "Evaluation preference." (1) Offers will be evaluated by adding a factor of ten percent to the price of all offers, except --

(i) Offers from small disadvantaged business concerns, which have not waived the preference;

(ii) Offers from historically black colleges and universities or minority institutions, which have not waived the preference;

(iii) Otherwise successful offers of --

(A) Eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded;

(B) Qualifying country end products (as defined in the Defense Federal Acquisition Regulation Supplement clause at 252.225-7001, Buy American Act and Balance of Payments Program); and

(iv) Offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The ten percent factor will be applied on a line item by line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation will be applied before application of the ten percent factor. The ten percent factor will not be applied if using the preference would cause the contract award to be made at a price which exceeds the fair market price by more than ten percent.

(c) "Waiver of evaluation preference." A small disadvantaged business, historically black college or university, or minority institution offeror may elect to waive the preference, in which case the ten percent factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) do not apply to offers which waive the preference.

___ Offeror elects to waive the preference

(d) "Agreements." (1) A small disadvantaged business concern, historically black college or university, or minority institution offeror, which did not waive the preference, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern.

(ii) Supplies, at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern.

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business, historically black college or university, or minority institution regular dealer submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns, historically black colleges or universities, or minority institutions in the United States, except, as provided in Section 8051 of Pub. L. 103-139 and Section 8012 of Pub. L. 103-335, for contracts awarded during fiscal years 1994 and 1995, a small disadvantaged business manufacturer or regular dealer owned by an Indian tribe, including an Alaska Native Corporation, agrees to furnish only end items manufactured or produced by small business concerns in the United States.

(3) Upon request, a historically black college or university or minority institution offeror will provide the Contracting Officer evidence that it has been determined to be an HBCU or MI by the Secretary of Education.

BEST VALUE EVALUATION AND BASIS FOR AWARD (FFP) (APR 1997) (NSWCIIHD)

1. GENERAL: The government shall award a contract resulting from this solicitation to the responsible offeror(s) whose offer(s), conforming to the solicitation, represent the best overall value on the basis of an integrated assessment of the evaluation factors for award.

2. RELATIVE IMPORTANCE OF THE EVALUATION FACTORS: Since the information contained in the offer/proposal is how the government determines the value to place on the offeror's promise to accede to the terms and conditions of the RFP or offer, it is the most important evaluation factor. In deciding which of the offerors submitting an acceptable offer/proposal is the best overall value the government will consider an offeror's promised value and level of confidence assessment rating to be significantly more important than price.

3. LEVEL OF CONFIDENCE AND EXPECTED VALUE: The offeror's capability will be the basis for developing the government's level of confidence. When assessing offeror capability the government will consider Past Performance. The government's level of confidence is a subjective rating which will reflect the degree to which the government believes that an offeror is likely to keep its promises made in the offer, i.e., the determination of the expected value of the promises made by the offeror. After arriving at a Level of confidence rating for each offeror the government shall determine an expected value for each offeror. The expected value is the total score received as a result of multiplying the promised value (score received for Factor A) by the Level of Confidence Assessment Rating. Once the expected value for each offeror is determined, the proposed enhancements and enhancement prices will be evaluated. The evaluation will consist of evaluating the offered enhancements versus the proposed price for that enhancement to determine which enhancement package is the best value. The government will then compare/rank offerors based on their expected value, in conjunction with their evaluated enhancement package, to arrive at a decision as the offer that represents the best overall value to the Government.

The LOCAR (Level of Confidence Assessment Rating) method that will be utilized by the government is outlined and exemplified below:

For this example to achieve the LOCAR Rating assume the following:

<u>Offeror</u>	<u>Past Performance</u>
A	Neutral
B	Good
C	Excellent
D	Poor

The government will consider past performance to arrive at its level of confidence for the offeror (LOCAR) using the following descriptors for the specific range of scores achievable for the LOCAR: (maximum score 1.0)

Most likely to succeed	.95 to 1.0
More likely to succeed	.60 to .94
Fifty/fifty chance of success	.5
More likely to fail	0 to .40

	<u>PROMISED*</u>				<u>EXPECTED</u>	
<u>OFFEROR</u>	<u>VALUE</u>	<u>X</u>	<u>LOCAR</u>	<u>=</u>	<u>VALUE</u>	<u>PRICE</u>
		:				
A	94	x	.6	=	56	\$250K
B	90	x	.8	=	72	\$200K
C	100	x	.9	=	90	\$275K
D	75	x	.3	=	23	\$100K

*OFFEROR'S SCORE ON SUBFACTORS A1, A2 AND A3 (MAX 100).

As soon as the expected value of every acceptable proposal has been determined, a two part evaluation will be performed. The first part of the evaluation will not consider the bonus points and the enhancement prices. Proposals will be compared, making value/price tradeoffs, and those offeror's who provide high expected values with reasonable prices will be identified. Only those offerors who receive an expected value greater than or equal to 50 will be evaluated in the second part of the evaluation. In the scenario above, offerors A, B, and C would be identified. At that point, bonus points for the enhancements and the associated prices offered by Offeror A, B and C will be evaluated. The evaluation will consist of evaluating the offered enhancement versus the price for that enhancement to determine which enhancement package is the best value. If the offeror with the better expected value has the lower price, and has the best enhancement package, then that offeror is clearly the best value. If the offeror with the better expected value has the highest or higher price, including the enhancements evaluated as being a better value, then a determination would have to be made whether the difference in expected value is worth the difference in price and the decision shall be supported by a narrative that is the product of the entire evaluation team and approved by the CO.

4. EVALUATION FACTORS (In descending order of importance unless noted)

A. OFFER/PROPOSAL (most important factor)

A.1) TECHNICAL COMPREHENSION

A.2) FACILITIES AND EQUIPMENT

A.3) MANAGEMENT AND QUALITY ASSURANCE

The offer/proposal, inclusive of the technical information (See section L) is the information which will be used to determine an offeror's promised value. Therefore, it is the most important evaluation factor

The government shall evaluate offers/proposals to determine acceptability and to determine the relative value of each offer. The government shall consider an offer/proposal to be acceptable if, and only if, it manifests the offeror's unconditional assent to the terms and conditions of the RFP. The submission of these items to the Government will constitute the offeror's promise to comply with the terms and conditions of the RFP.

THE GOVERNMENT WARNS OFFERORS THAT TAKING EXCEPTION TO ANY TERM OR CONDITION OF THE RFP (INCLUDING SUBMITTING ANY ALTERNATE PROPOSAL THAT REQUIRES EXCEPTION/RELAXATION OF A REQUIREMENT) MAY MAKE AN OFFER UNACCEPTABLE, and the offeror ineligible for award, unless the RFP expressly authorizes such an exception with regard to that specific term or condition. The government will consider any exception to any term or condition of the RFP that is not expressly authorized by the RFP to be a deficiency as defined by FAR 15.601.

An offeror may eliminate a deficiency in its offer only through discussions, as defined in FAR 15.601 and prescribed in FAR 15.610. However, the government intends to award a contract without discussions, as authorized by FAR 15.610(a). Therefore, any offeror planning to take exception to a term or condition of the RFP should consult the contracting officer prior to submitting an offer.

Notwithstanding its plan to award without discussions, the government reserves the right to conduct discussions with offerors in a competitive range, if necessary, and to permit such offerors to revise their proposals. The government also reserves the right to change any of the terms and conditions of this RFP by amendment at any time prior to contract award and to allow offerors to revise their offers accordingly as authorized by FAR 15.206.

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offers' specified expiration time, the government may accept and offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

B) OFFEROR CAPABILITY

The government will evaluate the capability of offerors on the basis of the following subfactor.

B.1) PAST PERFORMANCE

Once the expected value of an offeror is achieved the government will make a series of paired comparisons among only those offerors which submitted acceptable offers/proposals by comparing the expected values to the realized/evaluated price or cost and fee. From these paired comparisons the government will determine the offeror(s) who offer the best value and then consider past performance to arrive at a final selection of which offeror(s) present the best overall value to the government.

Past performance is a measure of the degree to which an offeror, as an organization, has 1) satisfied its customers; and 2) complied with Federal, State, and local laws and regulations. The government will inquire about 1) the quality and timeliness of the offeror's work; 2) the reasonableness of its prices, costs, and claims; 3) the reasonableness of its business behavior -- its willingness to cooperate and helpfulness in solving problems; 4) its concern for the interest of its customers; and 5) its integrity. In the investigation of past performance the government will contact former customers and government agencies, and other public and private sources of information, as well as, use its own historical data. The government will not attribute to an offeror the individual past performance of the offeror's current or prospective employees.

Past Performance shall be assigned one of the following descriptors:

EXCELLENT -	A significant majority of the sources of information are consistently firm in stating that the offeror's performance was superior, and they would unhesitatingly do business with the offeror again. Complaints are negligible or unfounded .
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GOOD -	Most sources of information state that the offeror's performance was good, deliverables are on time and meet contract requirements and they would be willing to do business with the offeror again. Complaints are few and relatively minor. Performance met expectations. Requests for equitable adjustments and extensions of contract periods of performance are very infrequent. When a problem arises, the offeror reacts in a prompt, efficient, and effective manner to resolve the problem and minimize any delays.
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POOR -

A significant majority of sources of information are consistently firm in stating that performance was entirely unsatisfactory and that they would not, under any circumstances, do business with the offeror again. Customer complaints are substantial or numerous and well founded. Offeror has either presented no persuasive evidence of having taken appropriate corrective action that will guard against such conduct in the future or it appears unlikely that the corrective action will be effective. The government and the offeror have expended a significant amount of time, effort, and money in resolving problems. Failure to perform consistently has resulted in terminations and failure to provide customer service.

NEUTRAL -

Offeror has asserted that offeror does not possess any relevant directly related or similar past performance. The offeror receives no merit or demerit for this factor. - (Not scored)

C) PRICE - The government will evaluate the offeror's basic price. As price will be evaluated, the offeror shall submit any available pricing information for each item proposed to facilitate the price analysis that will be performed in evaluating the proposal (i.e., cost breakdown, catalog pricing, past pricing history, etc).

EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

